

**7th European Workshop on Plant Chromatin (EWPC2022)**  
**Prague – Pruhonice 18-20 May 2022**  
General business conditions for the provision of the service

Service

These general terms and conditions (hereinafter referred to as "GTC") apply to contracts for the provision of services through the web interface at <https://ewpc2022.bc.cas.cz>.

**between**

**Biology Centre CAS,**

**with its registered office at Branisovska 1160/31, 370 05 Ceske Budejovice, Czech Republic**

**VAT: CZ60077344**

**entered in the register of public research institutions (RVVI) maintained by the Ministry of Education**

with delivery address:

Biology Centre CAS

Branisovska 1160/31, 370 05 Ceske Budejovice, Czech Republic

Phone number: +420 776 030 294

Contact e-mail: [ewpc2022@bc.cas.cz](mailto:ewpc2022@bc.cas.cz)

as a "service provider"

and you as a "customer of services".

**Art. 1 INTRODUCTORY PROVISIONS**

By a contract for the provision of services (hereinafter referred to as the "contract"), we undertake to provide you with services specified below and on the web interface, and you agree to pay us the price for these services listed on the web interface or which we will inform you during the order. Price for services (or just "price") includes the costs associated with their provision.

What services do we provide?

We offer you participation in the research conference EWPC2022 that will be held in **Prague – Pruhonice on Wed-Fri 18-20 May 2022**, with the possibility of providing accommodation.

What does the contract cover?

A contract is any contract concluded here in accordance with these terms and conditions. It does not always have to be a purely service contract.

Is the contract a consumer contract?

It is a consumer contract if you are a consumer, i.e. if you are a natural person and you order the provision of services outside the scope of your business activities or outside the scope independent practice of his profession. Otherwise, it would not be a consumer contract and you would not be covered by consumer protection under the law and these commercial laws conditions. Especially as a non-consumer, you do not have the right to withdraw from the contract without giving a reason.

What are your special rights as a consumer?

As a consumer, you primarily have:

- the right to withdraw from a contract concluded by means of distance communication;
- the right to receive information prior to the conclusion of the contract (information is contained in these terms and conditions and on the web interface).

What governs our legal relationship?

Our legal relationship is governed by the following documents:

- this document including terms and conditions, which define and specify our mutual rights and obligations;

- terms of use of the web interface, which regulate the registration, protection of your personal data, protection of the content of the web interface and some other relations related to the use of the web interface;
- the conditions and instructions given on the web interface or in our e-mail communication in particular when concluding the contract

and in matters not covered by these term and condition covered by the following legislation:

- Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code");
- Act No. 634/1992 Coll., on Consumer Protection, as amended (only if you are consumer).

If your residence or registered office is located outside the Czech Republic, or if our legal relationship contains another international element, you acknowledge that our relationship is governed by Czech law. If you are a consumer and the legal system of the country of your residence provides a higher level of consumer protection than the Czech legal system, you are provided with this higher level of protection in legal relations.

#### How do you agree to the terms and conditions?

By confirming in the web interface when filling out the registration form, you confirm that you have read and agree to these terms and conditions. We can change or supplement the wording of the terms and conditions. Your rights and obligations are always governed by the wording of the terms and conditions under which they arose.

#### **Art. 2 CONTRACT FOR THE PROVISION OF SERVICES**

##### How do we conclude a contract for the provision of services?

The prices of the services, including all fees, are listed on the web interface or will be communicated to you in advance before placing a binding order by e-mail. The presentation of services is of an informative nature, and it is not our proposal to conclude a contract in the sense of § 1732 paragraph 2 of the Civil Code.

##### How to book an EWPC2022 conference?

You can always order the conference via the web interface (by filling in the registration form). The order must contain all the information prescribed in the form. You place a binding order by pressing the "SUBMIT" button on no later than **15 March 2022**. We consider the data stated in the binding order to be correct and complete. Inform us about their change immediately by phone or e-mail. We will inform you about receiving your registration. If we have doubts about the authenticity and seriousness of the order, we may contact you for its verification. We may reject an unverified order. Such an order is then viewed as if it had not been placed.

##### When is the contract concluded between us?

The contract is concluded when you pay the full price for the services. Payment for ordered services must be made no later than **14 April 2022**. Information on the individual technical steps leading to the conclusion of the contract can be seen from the website interface.

##### Can the price listed on the web interface change?

The price for the EWPC2022 conference remains valid as long as it is displayed in the web interface. In the event that there is a clear technical error on our part when entering the price in the web interface or during ordering, we are not obliged to provide you with a service for this obviously wrong price, even if you were sent an acceptance of the order according to these business conditions. In this case, we reserve the right to withdraw from the contract. If the price listed for the service in the web interface or during the ordering process is no longer valid, we will notify you immediately. If your order has not yet been accepted, we are not obliged to conclude the contract.

##### Do you have the opportunity to obtain a contract in text form?

The contract is not concluded in writing with the signatures of the contracting parties. The contract consists of these business conditions, our offer of services on the web interface and your completed web form.

##### What if you don't understand something in the contract?

If you have a question about the business conditions or the contract, you can contact us by phone or via e-mail. We will be happy to provide you with all the necessary information.

In which languages can the contract be concluded?

The contract can be concluded in Czech and English language.

**Art. 3 PAYMENT TERMS AND PROVISION OF THE SERVICE**

How will you pay us the price for the services?

You will pay the price of the services by transfer to a bank account or online no later than **14 April 2022**. Online payments are provided for us by the GOPAY payment gateway. The operator of the payment gateway, GOPAY s.r.o., is a licensed Payment Institution operating under the supervision of the Czech National Bank. Payments made through the payment gateway are fully secured and all information is encrypted. Sensitive input data entered by the Client of the service into the internet banking system are protected by payment gateways of banks and do not enter the environment of third parties. Payment processors only see the information about the transaction that the bank communicates to them with the sent transaction. By concluding the Contract, the Client of the service gives the Payment Gateway Operator consent to the processing of contact data, until the time of his written expression of disagreement with this processing. The contact details provided by the Service Client when ordering are used exclusively for the needs of the Payment Gateway Operator and will not be provided to other entities with the exception of payment processors. For any complaints or questions about payments, you can contact the company directly

**GOPAY s.r.o.**, Plana 67, 370 01 Plana, Czech Republic; VAT: 26046768. The company is registered in the Commercial Register kept by the Regional Court in Ceske Budejovice, File No. C/11030.

Date of registration: 29 April 2002.

E-mail: [podpora@gopay.cz](mailto:podpora@gopay.cz)

Phone: +420 387 685 123

When does the price fall due?

The price is payable non-cash before the conference no later than **14 April 2022**. Your obligation to pay the price is fulfilled in the case of non-cash payment at the moment of crediting the relevant amount to our bank account, in the case of online payment at the moment of confirmation of the transaction.

In what currency can you pay?

Payment for the service is possible in euros (EUR) and Czech crowns (CZK). Furthermore, we are entitled to ask you to pay the full price of the service before providing it (§ 2119 par. 1 of the Civil Code does not apply).

Can the service be provided within the withdrawal period?

You have the right to withdraw from the contract at any time. In case of withdrawal from the contract, the service will not be provided to you.

**Art. 4 WITHDRAWAL FROM THE CONTRACT**

How can you withdraw from the contract?

You can withdraw from the contract at any time from the day of concluding the contract until the date of the event. Notice of withdrawal from the contract must be sent to e-mail [ewpc2022@bc.cas.cz](mailto:ewpc2022@bc.cas.cz).

What are the consequences of withdrawing from the contract?

Withdrawal from the contract terminates the contract from the beginning and treats it as if it had not been concluded.

Do you have the right to a refund of funds we have already received from you?

Due to the nature of the services provided, the due date of the price and obligations to third parties in the event of withdrawal from the contract, we charge a cancellation fee of 100% of the price of the service.

When can you not withdraw from the contract?

In accordance with the provisions of § 1837 of the Civil Code, it is not possible to withdraw from the contract if the service was performed with your express consent before the expiry of the withdrawal period and before concluding the contract.

### When can we withdraw from the contract?

We reserve the right to withdraw from the contract in the following cases:

- the service cannot be provided under the original conditions for objective reasons;
- the performance becomes objectively impossible or illegal;
- in cases of your material breach of these terms and conditions or the Terms of Use of the website interface.

In the event that any of the above facts occur, we will immediately inform you of our withdrawal from the contract. Withdrawal is effective against you when it is delivered to you. If you have already paid all or part of the price for the service, we will return the amount received to you in cashless transfer to the account you provide for this purpose or from which you made the payment, within five working days of withdrawal from the contract.

### **Art. 5 RIGHTS FROM DEFECTIVE PERFORMANCE**

Your rights from defective performance are governed by the relevant generally binding legal regulations, in particular the Civil Code.

### **Art. 6 FINAL PROVISIONS**

#### What authority do we have to carry out our activities and who controls us?

We are authorized to provide services on the basis of a trade license. Trade licensing is performed within the scope of its competence by the relevant trade licensing office. The Czech Trade Inspection Authority (<http://www.coi.cz/>) monitors compliance with consumer protection legislation. Consumers' rights are also defended by their interest groups and other entities for their protection.

#### How do we handle complaints?

We handle any complaints via our contact e-mail.

#### What else should you know?

When concluding the contract, means of distance communication (especially the Internet) are used. You pay the costs incurred when using means of distance communication (especially the cost of internet connection) yourself. Unless otherwise agreed, all correspondence relating to the contract between us is in writing, either by e-mail, registered mail or personal delivery. On our part, we will deliver to the e-mail address provided during registration.

In the event that any provision of these Terms and Conditions is (or becomes) invalid, ineffective or inapplicable, the provision that most closely approximates the invalid, ineffective or inapplicable provision shall apply instead. The invalidity, ineffectiveness or inapplicability of one provision shall not affect the validity of the other provisions. The contract (including business conditions) can only be changed or amended in writing.

**These terms and conditions are valid and effective from 01 February 2022.**